

RECORDATION NO. 11873-EE
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-66
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-HH
AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11873-JF
AUG 3 1984 - 11 05 AM

301 West 11th Street, Kansas City, Missouri 64105

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11873-JJ
AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
BRIAN M. BRUENING
Vice President and General Counsel

Hon. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20423

4-216A081
No. AUG 3 1984
Date
Fee \$ 50.00
ICC Washington, D.C.

August 1, 1984

RECORDATION NO. 11873-JJ
AUG 3 1984 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

RE: Amendments to Lease 1000 between Carland, Inc. and The Kansas City Southern and Louisiana & Arkansas Railway Companies.

Dear Mr. Bayne:

I have enclosed an original and six counterparts of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49, United States Code.

These documents are amendments to Lease 1000 between Carland, Inc. and The Kansas City Southern and Louisiana & Arkansas Railway Companies. They are secondary documents dated as shown below.

The primary document to which these amendments apply is recorded under Recordation No. 11873. The primary document has been previously amended, the last amendment having been recorded on October 26, 1983, under recordation No. 11873-EE.

The documents, the parties thereto, and their respective names and addresses are as follows:

V A. Second Amendment to Lease 1000
dated June 30, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

Third Amendment to Lease 1000
dated June 30, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

ICC OFFICE OF THE SECRETARY
AUG 3 10 55 AM '84
NOTICE OF GENERATING UNIT

Counterpart for 5001. Spine

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

✓ C. Fourth Amendment to Lease 1000
dated December 31, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Kansas City Southern Industries, Inc.
114 West 11th Street
Kansas City, MO 64105

✓ D. Security Agreement and Conditional Assignment
dated December 31, 1983

Assignor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Assignee: United Missouri City Bank
2401 Grand Avenue
Kansas City, MO 64141

Secured Parties: First National Bank of Shreveport
400 Texas Street
Shreveport, LA 71107

The Northern Trust
50 S. LaSalle Street
Chicago, IL 60675

✓ E. Consent and Agreement
dated December 31, 1983

The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

United Missouri City Bank
2401 Grand Avenue
Kansas City, MO 64141

RECORDATION NO. 11873-22

Filed 1425

SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT
(Rolling Stock and Other Equipment)

AUG 3 1984 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

LEASE NO. 1000
Kansas City Southern Industries,
LESSEE The Kansas City Southern
Railway Company
Louisiana and Arkansas Railway

THIS AGREEMENT (hereinafter sometimes called "this Agreement") dated as of December 31, 1983, is between CARLAND, INC., a Delaware corporation (hereinafter called "Company"), 4300 Johnson Drive, Fairway, Kansas, 66205, as debtor and UNITED MISSOURI CITY BANK, a Missouri banking association, individually and as agent (the "Agent"), THE FIRST NATIONAL BANK OF SHREVEPORT, a national banking association ("First National"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Northern"), as secured creditors (each of the three foregoing banks is sometimes hereinafter referred to individually as a "Bank" and collectively as the "Banks");

WHEREAS the Company and the Banks have entered into an Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1983 (the "Loan Agreement");

WHEREAS the security interests created hereunder are intended as collateral for borrowings under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein the following terms shall have the following meanings:

(a) The term "Collateral" shall mean all property and rights in which a security interest is granted hereunder.

(b) The term "Equipment" shall mean the inventory or equipment owned by the Company and described on Schedule A hereto or described in such Schedule B's to the Lease pertaining to the lease of such Equipment as may from time to time be executed by the Company and the Lessee and delivered by the Company to the Bank pursuant hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such Equipment.

(c) The term "Lease" shall mean the Lease as defined in the Loan Agreement whereunder the Company has leased Equipment the purchase of which is financed by a loan made by the Banks as contemplated by the Loan Agreement, copies of which Lease are delivered by the Company to the Agent in connection with such loan. Without limitation of the foregoing, this Agreement has been executed and delivered specifically in connection with the Lease identified at the top of page 1 hereof.

(d) The term "Liabilities" shall mean all obligations of the Company under the Loan Agreement and under the Note and each other instrument (including, without limitation, this Agreement) executed by it pursuant to the Loan Agreement, and all other obligations of the Company to the Banks, and their successors and assigns, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due.

(e) The term "Notes" shall mean the promissory notes of the Company dated as of December 31, 1983, in the original principal amount of each Bank's Individual Commitment (as defined in the Loan Agreement) evidencing the loans made by the Bank under the Loan Agreement.

(f) The term "Rental" shall mean, regardless of form and however evidenced, all sums due and to become due Company under the terms of any Lease and shall also mean all accounts receivable arising out of the lease or sale of Equipment.

(g) The term "Default Event" shall mean the occurrence of any of the following events: (a) default by the Company in the due performance or observance of any agreement on its part hereunder and continuance of such default for a period of 30 days after notice thereof by the Bank to the Company, or (b) any Event of Default as that term is defined in, but in all events subject to the terms and conditions of, Section 8 of the Loan Agreement.

2. Grant of Security Interest. As security for payment of all Liabilities, the Company hereby mortgages, transfers, grants, and assigns to the Agent, as agent for the Banks and grants to the Agent, as agent for the Banks a continuing security interest in and to, the following: all right, title and interest whatsoever of the Company in and to the Equipment; all right, title and interest whatsoever of the Company in, to, and under the Lease including (without limitation) all Rental due or to become due in respect of any Equipment; and all proceeds of any of the foregoing.

3. Covenants of Company Respecting Equipment and Lease.

(a) Maintenance of Equipment. The Company will at all times cause all Equipment and every part thereof to be maintained in good condition and repair as required by the terms of the Lease and will, within 45 days after knowledge by an officer or responsible employee of the Company of the occurrence thereof, furnish or cause to be furnished to the Bank a statement respecting any loss or damage to any of the Equipment which has not been corrected within 30 days after the acquiring of such knowledge.

(b) Obligations under Lease. The Company will observe and perform all of its obligations under the Lease.

(c) Legends on Rolling Stock. The Company shall plainly and permanently stencil or cause to be so stencilled a legend on each unit of Equipment which constitutes railway rolling stock, in letters not less than one (1) inch in height indicating the security interest herein created, as follows:

"Subject to a security agreement
filed with the Interstate Commerce
Commission."

Company further agrees to cause its Lessee to replace immediately any such stencilling which becomes illegible, wholly or in part.

(d) Risk of Loss-Insurance. The Company will at all times cause such insurance arrangements as are set forth on the schedule attached hereto as Exhibit B to be maintained so long as this Agreement remains in effect.

(e) No Further Encumbrances. Except for the Lease thereof or otherwise as required or permitted by this Agreement or the Loan Agreement or with the prior written consent of the Banks, the Company will not (and warrants that it has not done any of the following) sell, loan, pledge, mortgage, assign or otherwise dispose of, or create or suffer to be created any levies, liens or encumbrances on, any of the Equipment or any interest therein or Lease thereof or any of the Rental, and will from time to time cause to be paid all liens, taxes, assessments and governmental charges lawfully levied, assessed or imposed upon any of the Equipment or any interest therein or Lease thereof or of any of the Rental; provided, however, that nothing herein contained shall be deemed to require or to have required any lien, tax, assessment, charge, claim or demand to be paid or discharged prior to

the due date thereof, and further provided that nothing herein contained shall be deemed to require or to have required any lien, tax, assessment, charge, claim or demand to be paid or discharged so long as the validity thereof is being contested by the Company in good faith by appropriate proceedings if the Company shall have set aside on its books adequate reserves with respect thereto and shall cause the same to be paid prior to the foreclosure of any lien which may have attached as security therefor. Company will give the Bank notice of any attachment or judicial process affecting any of the Equipment, Leases, or Rental promptly after the Company acquires knowledge thereof.

4. Right of Inspection. The Agent or any agent of any Bank shall have at all times the right to enter into and upon any premises where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting the Banks' interest therein.

5. Payment of Rental.

(a) General. Until such time as the Agent shall notify the Company of the revocation of such power and authority, the Company will, at its own expense, try to obtain payment, when due and payable, of all Rental, including the taking of such action with respect thereto as the Agent may reasonably request or, in the absence of such request, as the Company may deem advisable.

(b) Default. Upon the occurrence of an Event of Default under Section 8 of the Loan Agreement (or an event that might mature into an Event of Default thereunder) as provided by, but subject in all events to the terms and conditions of, said Agreement: (i) the Agent may, and upon request of the Agent, the Company shall, notify and direct any lessee or other obligor on any Collateral to make payment to the Agent or to the Company in care of the Agent at such address as the Agent may designate, of all Rental payable under such Lease; the Company will reimburse the Agent for all expenses, including (without limitation) reasonable attorneys' fees and legal expenses, incurred by the Agent in seeking to collect any Rental or enforce any rights under the Lease; and (ii) the Company will upon request of the Agent forthwith from time to time thereafter upon receipt, transmit and deliver to the Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed, where required, so that such items may be collected by the Agent) which may be received by the Company at any time as payments on account of any Rental and as proceeds of any Collateral. Until delivery to the Agent, such items will not be commingled by the

Company with any of its other funds or property, but will be held separate and apart from such other funds and property and upon trust for the Agent and the Banks.

(c) Collections. The Agent may endorse the name of the Company on any check, draft or other instrument for the payment of money received by the Agent on account of any Rental or Equipment, or otherwise as proceeds of any Collateral, if it believes such endorsement is necessary or desirable for the purposes of collection.

(d) Indemnification. The Company will indemnify and save harmless the Agent and each of the Banks from and against all liabilities and expenses, including reasonable attorneys' fees, on account of any adverse claim asserted against the Agent or any Bank to any Rental or other moneys received by the Agent or Bank from the lessee under any Lease, and such obligation of the Company shall continue in effect after and notwithstanding the termination of the Loan Agreement, the discharge of the liabilities and the release hereof.

6. Schedule B. Whenever the Company shall hereafter acquire additional Equipment for lease under a Lease and propose to finance such Equipment and Lease under the Loan Agreement, the Company shall forthwith execute and deliver to the Agent a Schedule B dated the date of such Equipment acquisition, along with the other documentation required by the Loan Agreement, which Schedule B shall state on its face that the Equipment identified thereon and the Lease thereof are subject to the security interest granted by this Agreement.

7. Default. Whenever a Default Event shall be existing, the Agent may exercise any one or more or all, and in any order, of the remedies, hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute;

(a) The Agent may, by notice in writing to the Company, declare the Notes to be forthwith due and payable, whereupon the Notes shall forthwith become due and payable, without presentment, demand, further notice or protest of any kind, all of which are hereby expressly waived by the Company;

(b) The Agent, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Equipment, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and

may enter any of the premises, of the Company, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the Agent may, and is hereby given the right and authority to, keep and store said Equipment, or any part thereof, on the premises of the Company, and that the Agent shall not thereby be deemed to have surrendered, or to have failed to take, possession of such Equipment;

(c) The Agent shall have the rights and remedies of a secured party under the Uniform Commercial Code of Missouri, including without limitation thereto, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose the Agent may, so far as the Company can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Agent may require the Company to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will send the Company reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other disposition thereof is to be made;

(d) The Agent may proceed to protect and enforce this Agreement and the Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Equipment or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;

(e) The Agent may proceed to enforce in respect of a Lease and the Equipment covered thereby and the duties, obligations and liabilities of the Lessee thereunder, all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by the Company, and may exercise all such rights and remedies either in the name of the Agent or in the name of the Company for the use and benefit of the Banks; or

(f) The Agent may sell the Rentals reserved under a Lease, and all right, title and interest of the Agent and the Banks as assignee thereof, at public auction to the

highest bidder for cash, the Agent to give the Company 10 days' prior written notice of the time and place of holding any such sale, and provided always that the Agent shall also comply with any applicable mandatory legal requirements in connection with such sale.

Any sale or sales pursuant to the provisions hereof or pursuant to any legal proceedings, shall operate to divest the Company of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the Collateral so sold, and shall be free and clear of any and all rights of redemption by, through or under the Company, the Company hereby agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation of appraisement of the Equipment prior to any sale or sales thereof or providing for any right to redeem the Equipment or any part thereof. The receipt by the Agent, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the Equipment, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to authorization, necessity or propriety of any such sale. In the event at any such sale the holders of the Notes are the successful purchaser or purchasers, such holders of said Notes shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

Any notification required by law of intended disposition by the Agent of any of the Collateral shall be deemed reasonably and properly given if at least 10 days before such disposition. Any proceeds of any disposition by the Agent of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses; any balance of such proceeds shall be applied against the Liabilities ratably according to the respective amounts (principal and interest) owing to the Banks first under the Loan Agreement and second, pursuant to other evidences of indebtedness. The Company shall continue to be obligated for all Liabilities remaining unpaid after such application.

8. Power of Attorney. The Agent may from time to time, at its option (and the Company appoints the Agent its true and lawful attorney, irrevocably in connection therewith with full power of substitution) perform any obligation to be performed by the Company hereunder or under the Loan Agreement or any other instrument executed pursuant thereto which Company shall fail to perform and take any other action which the Agent

or any Bank deems necessary for the maintenance or preservation of any of the Collateral or its security interest in the Collateral. All moneys advanced by the Agent or any Bank in connection with the foregoing, together with interest at the post-maturity rate (as defined in the Loan Agreement), shall be repaid by Company to the Agent or such Bank, upon the latter's demand, and shall be secured hereby, but the making of any such advance by the Bank shall not relieve Company of any default hereunder. The Agent and the Banks' rights hereunder are rights only, and shall not obligate the Agent and any Bank to act or refrain from acting in any respect whatsoever.

9. Miscellaneous.

(a) Neither the Agent nor any Bank assumes any obligation or liability to any lessee under any Lease, and any such assumption is hereby expressly disclaimed.

(b) Notwithstanding that the security interest and assignment hereunder is a present grant of an interest, until the occurrence of a Default Event hereunder and the giving of any necessary notice with respect to such Default Event, the Agent shall have no right to maintain, manage, or operate any of the Equipment or act as lessor under any Lease, and the Agent shall have no liability for any loss, damage, or expense (including without limitation reasonable attorneys' fees) caused by, arising out of, or related to the Equipment or the Lease, all of which loss, damage, or expense shall be paid by the Company or the Lessee under the Lease.

(c) Any payment to be made by the Agent or any Bank to the Company in connection herewith shall be made by crediting such amount to a general deposit account maintained by the Company with the Agent or such Bank, unless Company otherwise directs.

(d) All written notices, requests and demands to or upon the respective parties hereto shall, except in cases where it is expressly herein provided that such notice, request or demand is not effective until received by the party to whom it is addressed, be deemed to have been given or made when deposited in the mail, postage prepaid, addressed to such party at its address set forth in the Loan Agreement, or to such other address as may be hereafter designated in writing by the respective parties hereto.

(e) No failure or delay on the part of the Agent or any Bank in the exercise of any right or remedy hereunder or under any other instrument or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

(f) The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions hereof.

(g) Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or cases in any particular jurisdiction or jurisdictions or in all cases, such circumstance shall not have the effect of rendering such provision inoperative, unenforceable or invalid in any other jurisdiction or in any other case or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

(h) This Agreement shall be a contract made under and governed by the laws of the State of Missouri.

(i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, without limiting the foregoing, all rights and powers hereunder or with respect hereto of the Agent, any Bank, or any agent or representative of the Agent or any Bank, may be exercised by any successor or assignee.

(j) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute but one and the same instrument.

(k) With respect to Equipment consisting of Rolling Stock, Company shall cause this Agreement, the pertinent Lease, and each Schedule B executed and delivered by Company from time to time hereunder to be filed and recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act. With respect to all Equipment, Company shall execute from time to time all filings necessary or appropriate under applicable law in evidence of or for purposes of perfecting the Agent and the Banks' rights hereunder, including (without limitation) as to applicable law, the Uniform Commercial Code of Missouri.

(l) This Agreement and the rights of the Bank hereunder are assignable by the Bank at any time.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

The Company

CARLAND, INC.

By: [Signature]

Its: President

[Corporate Seal]

ATTEST:

W. S. STADDER

Secretary

ATTEST:

Mary Stafford

Its: Asst. Secy.

UNITED MISSOURI CITY BANK
Individually and as Agent

By: James A. Sanger

Its: Senior Vice President

THE FIRST NATIONAL BANK OF
SHREVEPORT

By: Pat Yates

Its: V.P.

THE NORTHERN TRUST COMPANY

By: Timothy T. Reardon

Its: VP

.) SS.

On this 18th day of May, 1984, before me personally appeared Marshall H. Dean, to me personally known, who, being duly sworn, says that he is ~~an~~ Vice the President of CARLAND, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Becky A. Mueller
Notary Public

June 4, 1985

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 18th day of May, 1984, before me personally appeared JAMES A. SANGSTER to me personally known, who, being duly sworn, says that he is Senior Vice President of UNITED MISSOURI CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

ANN MOTLEY
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Aug. 19, 1984

Ann Motley
NOTARY PUBLIC

SCHEDULE A TO
SECURITY AGREEMENT

DESCRIPTION OF EQUIPMENT

LEASE NO. 1000

Railway Rolling Stock

Unit No.

1	Box Car
2	Flat Car
3	Bulkhead Flat Car
4	Hopper Car
5	Tank Car
6	Gondola
7	Chip Car
8	Container Car
9	Coil Steel Car
10	Dump Car
11	Weed Spray Car
12	Wrecker Car
13	Tie Car
14	Traction Motor Car
15	Outfit Car
16	Special Service Car
17	Bunk Car
18	Business Car
19	Caboose
20	Locomotive

Maintenance-of-Way Equipment

Unit No.

21	Spike Driver
22	Spike Puller
23	Spike Setter
24	Tie Hydrenemer
25	Tie Handler
26	Tie Sprayer
27	Tie Plug Setter
28	Tie Spacer
29	Saw
30	Anchor Applicator
31	Drill
32	Tamper
33	Track Wrench
34	Grinder
35	Bolt Cutter

Maintenance-of-Way Equipment (Cont'd.)Unit No.

36	Impact Wrench
37	Joint Oiler
38	Ballast Router
39	Set-Off Unloader
40	Jack
41	Speed Slotter
42	Crane
43	Track Liner
44	Line Indicator
45	Adzer
46	Mower
47	Brush Cutter
48	Welding Unit
49	Maintenance Car
50	Motor Car
51	Univan
52	Ditcher
53	Ballast Discer
54	Ballast Regulator
55	Push Car
56	Sewer Cleaner
57	Compressors
58	Pneumatic Hammer
59	Tie Axe
60	Tie Inserter
61	Rail Lifter
62	Spike Driver - Automatic

Highway Rolling StockUnit No.

63	Dry Van Trailer
64	Refrigerated Trailer
65	Flat Bed Trailer
66	Bagie Trailer
67	Highway Tractor
68	Shipping Container
69	Truck (Heavyweight)
70	Truck (Lightweight)
71	Bus
72	Auto Trailer
73	Hopper Van
74	Automobiles
75	Automobile Parts and Accessories
76	Hi Rail Trailer
77	Push Cars

Construction and Paving EquipmentUnit No.

78	Bulldozer
79	Road Scraper
80	Roller
81	Asphalt Applicator
82	Ditcher
83	Dragline
84	Back Hoe

Water Carrier EquipmentUnit No.

85	Tow Boat
86	Barge or Dredge
87	Loading and Unloading Equipment

Data Processing EquipmentUnit No.

88	Computer
89	Peripheral Unit
90	Remote Data Terminal
91	Line Adapter
92	Unit Record Machine
93	Accounting and Bookkeeping Machine
94	Data Recording Machine
95	Automatic Car Identification Equipment
96	Microfilm Conversion Unit

Communication EquipmentUnit No.

97	Microwave Relay Television and Other Signal Reception, Origination and Transmission Equipment and Components
98	Carrier Multiplex
99	Telephone Switching Machine
100	Radio and Television Studio Equipment
101	Radio and Television Transmitting Equipment and Components
102	Community Antenna Television Systems Construction and Functioning Equipment and Components

Office EquipmentUnit No.

103	Office Furniture
104	Office Equipment
105	Office Accessories

Miscellaneous EquipmentUnit No.

106	Track Scale
107	Auto Rack
108	Car Cover
109	Crane Car
110	Crane
111	Unloading Ramp
112	Conveyor
113	Generator
114	Detector
115	Pump
116	Alertter
117	Refrigeration Unit
118	Tie Down Device
119	Car Cleaner
120	Truck Cleaner
121	Portable Building
122	Steam Cleaner
123	High Rail Attachment
124	Power Wrench
125	Fork Lift
126	Chore Boy
127	Locomotive Engines
128	Traction Motors
129	Locomotive Main Generators
130	Machine Tools and Equipment
131	Ice Machines
132	Welding Equipment
133	Hydraulic Equipment
134	Speed Recorder Tester
135	PipePusher
136	Paint Machine

Schedule B to
Security Agreement

Insurance:

Collision, casualty and liability insurance with deductibles of \$1,500,000 to a limit of \$65,250,000, except for licensed rubber tired vehicles, for which liability insurance only shall be carried with a limit per occurrence of \$500,000.